

D. That this Honorable Court declare the financial responsibilities of the parties to each other.

E. That even if the parties did not operate as a partnership, that this Honorable Court make a determination of the amount of expenses incurred by Charles Melvin Shoemaker and declare that they were made for the permanent benefit, improvement and preservation of the property mentioned in this action.

F. That this Honorable Court declare that Charles Melvin Shoemaker has a lien upon such interest of Nancy Winpigler in said property to the extent of the amount of money paid by Charles Melvin Shoemaker and for which the said Nancy Winpigler may be found to be liable.

G. That this Honorable Court declare that Nancy Winpigler pay unto Charles Melvin Shoemaker the amount of money for which she may be found to be liable for and on account of the sums of money paid by Charles Melvin Shoemaker before any further action of this Court shall be had upon the Amended Bill for Partition filed by her and in default of such payment within such time as may be prescribed by this Court, that a Trustee may be appointed to convey to the Defendant and Counter Plaintiff the interest of Nancy Winpigler in and to said property.

H. And for such other and further relief as the nature of this cause may require.

Charles Melvin Shoemaker
Charles Melvin Shoemaker

James H. Clapp
James H. Clapp,
Attorney for Charles Melvin Shoemaker

Certificate of Service

I hereby certify that copies of the foregoing Amended Counterclaim have this 6th day of August, 1979, been mailed to John H. Urner, 100 West Washington Street, Hagerstown, Maryland, 21740, and Herbert D. Morrison, 12 South Market Street, Frederick, Maryland, 21701.

Filed August 6, 1979

James H. Clapp